

**SECOND AMENDMENT TO  
LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO LEASE AGREEMENT**, made this  
\_\_\_\_ day of October, A.D., 2020,

**BY AND BETWEEN:**

**TOWN OF OCEAN VIEW**, a municipal corporation of the State of Delaware, at 201 Central Avenue, Ocean View, DE 19970, hereinafter referred to as "Landlord"

**AND**

**OCEAN VIEW HISTORICAL SOCIETY, INC**, a Delaware non-profit corporation, at P.O. Box 576 Ocean View, DE 19970, hereinafter referred to as "Tenant".

**FOR AND IN CONSIDERATION** of the mutual promises and covenants contained herein, the parties hereto, each intending to be legally bound hereby, do mutually covenant and agree to amend and modify the Lease Agreement, dated the 15<sup>th</sup> day of May, 2010, as amended by the First Amendment to Lease Agreement, dated March 14, 2014, as follows:

1. Amend paragraph 15 of the Lease Agreement, dated the 15<sup>th</sup> day of May, 2010, by deleting the first paragraph thereof and substituting in its place, the following:

15. The structure on the subject property constructed by Tenant, known as Halls Store, may be occupied by Tenant with Landlord's consent and may be used by Tenant as a visitor reception area/education and community room. If Tenant shall use or rent the same for any events where alcoholic beverage are to be consumed, Tenant shall obtain from DABCC a gathering license and shall otherwise comply with all laws, rules or regulations governing the consumption of alcohol on the premises.

2. Amend paragraph re of the Lease Agreement, dated the 15<sup>th</sup> day of May 2010, by adding thereto the following:

21. B. The Tenant shall secure and maintain at its cost such insurance as will protect it, and the Town from claims under worker's compensation acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to, or destruction of, tangible property, including loss of use resulting therefrom; and from claims arising out of the performance of professional services caused by any errors, omissions, or negligent acts for which it is liable.

The minimum limits of liability shall be as follows:

Public Liability (Bodily Injury):

Each person	\$	500,000
Each occurrence	\$	1,000,000
Annual aggregate	\$	1,000,000

Public Liability (Property Damage):

Each person	\$	1,000,000
Annual aggregate	\$	1,000,000

Automobile (Bodily Injury), including owned, non-owned and hired care coverage:

Each person	\$	1,000,000
Each accident	\$	1,000,000

Automobile (Property Damage):

Each accident	\$	1,000,000
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Worker's Compensation:

Coverage A-Statutory Requirements

Coverage C-Accident and/or Disease	\$	100,000
All States Endorsement	\$	100,000

At its option, the Tenant may increase the limits of liability to amounts greater than those referred to above.

3. Except as amended or modified, herein, the Lease Agreement dated the 15<sup>th</sup> day of May 2010, as amended by the First Amendment to Lease Agreement, dated March 14, 2014, shall remain in full force and effect as heretofore.

**IN WITNESS WHEREOF**, the parties hereto have hereunder set their hands and seals on the day and year aforesaid.

**LANDLORD:**

**Town of Ocean View**

{ Seal }

**By:** \_\_\_\_\_  
**Mayor**

**Attest:** \_\_\_\_\_  
**Town Clerk**

**TENANT:**

**Ocean View Historical Society, Inc.**

{ Seal }

**By:** \_\_\_\_\_  
**President**

**Attest:** \_\_\_\_\_  
**Secretary**